

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

**IN RE:**

**MICHAEL L. CALLOWAY, SR.  
LILLIE E. CALLOWAY,**

**DEBTORS.**

**Case No.: BK-09-16011-BH  
Chapter 7**

**MOTION FOR RELIEF FROM AUTOMATIC STAY  
AND ABANDONMENT OF PROPERTY AND BRIEF IN SUPPORT THEREOF**

COMES NOW, BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P., (hereinafter referred to as Movant) and pursuant to the provisions of Title 11 U.S.C §361, §362 and §554, moves the Court to grant it relief from the automatic stay and for an order of abandonment of the property hereinafter described. In support of its Motion, Movant alleges and states as follows:

1. That the original makers, for a good and valuable consideration, made, executed and delivered to the Payee, a certain written promissory note; a true copy of said note and endorsements thereon, if any, is hereto attached, marked Exhibit "A", and made a part hereof.

2. As a part of the same transaction, and to secure the payment of said note and the indebtedness represented thereby, the said makers, being then the owners of the real estate hereinafter described, made, executed and delivered to the Payee, a real estate mortgage in writing, and therein and thereby mortgaged and conveyed to said mortgagee the following described real estate situated in Oklahoma County, State of Oklahoma, to-wit:

LOT NINE (9), BLOCK NINE (9) OF OAK BROOK, SECOND ADDITION TO  
THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA A/K/A 313  
ROCKYPOINT DRIVE, EDMOND, OK 73003.  
a/k/a 19445 Sportsmans Road, Edmond, OK 73012

with the buildings and improvements and the appurtenances, hereditaments and all other rights thereunto appertaining or belonging, and all fixtures then or thereafter attached or used in

connection with said premises. A true and correct copy of said mortgage is attached hereto, marked Exhibit "B" and made a part hereof.

3. Movant is duly authorized to bring this action.

4. Default has been made upon said note and mortgage. As of February 4, 2010, the loan is due for the October 1, 2009, and subsequent payments with an outstanding principal balance of \$345,750.33 plus accruing interest, attorney fees, costs and expenses, and other allowable charges.

5. The mortgage of Movant constitutes a valid lien against the mortgaged property, prior and superior to any right, title, lien, estate or interest of the Debtors or Estate.

6. Movant will suffer irreparable injury, loss and damage unless the automatic stay is terminated so as to permit Movant to commence with foreclosure action.

7. Notice of the Motion has been afforded to the Trustee, the Debtors and all parties claiming an interest in the subject property.

WHEREFORE, Movant moves the Court for an Order vacating or modifying the automatic stay herein as provided by 11 U.S.C. §362 and directing the Trustee herein to abandon the mortgaged property as authorized by 11 U.S.C. §554 so as to permit Movant and other interested parties to enforce their liens against the subject property.

BAC HOME LOANS SERVICING, L.P.  
FKA COUNTRYWIDE HOME LOANS  
SERVICING, L.P.,

By: s/ Michael W. McCoy  
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**CERTIFICATE OF SERVICE**

I hereby certify that I mailed a true and correct copy of the above and foregoing Motion with postage thereon fully prepaid to all parties claiming an interest in the subject property as listed below on February 4, 2010.

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